



SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY

REQUEST FOR PROPOSALS

SERVICE UNIFORMS E-10

RETURN RFP TO:

SUPERIOR COURT PURCHASING

125 W. Washington, Ground Floor

Phoenix, Arizona 85003

PRE-PROPOSAL CONFERENCE

December 19, 2002

From: 2:00 P. M. to 4:00 P.M.

101 W. Jefferson, 3rd Floor

(Law Library, Tang Rm.)

Phoenix, Arizona 85003

REQUEST FOR PROPOSALS: SERVICE UNIFORMS E-10 FOR SUPERIOR COURT

Notice is hereby given that sealed proposals will be received by the Purchasing Office, Superior Court of Arizona in Maricopa County, 125 W. Washington Ground Floor, Phoenix, Arizona 85003, until 4:00 P.M./M.S.T. on December 30, 2002, for the furnishing of uniform rentals for Superior Court of Arizona in Maricopa County, and the proposals will be opened by the Purchasing Office Director or their designated representative at an open, public meeting at the above time and place.

A **Mandatory** Pre-proposal conference will be on December 19, 2002 from 2:00-4:00 P.M. in the 3rd floor Law Library, Tang Room. **NOTE:** Contractor must submit samples of all items with the proposal.

This call for proposals is for awarding a purchasing contract to cover the period two (2) year(s) from date of award, with an option renew under the same terms and conditions for an additional three (3) years and one (1) year time frame.

All proposals must be signed, sealed and addressed to the Purchasing Office, Superior Court of Arizona in Maricopa County, 125 West Washington, Phoenix, Arizona 85003 and marked, **“REQUEST FOR PROPOSALS: Service Uniform Rental E-10 FOR SUPERIOR COURT”**.

The Judicial Procurement Code (“The Code”) governs this procurement and is incorporated by this reference.

Publications Dates: *December 5 & 12, 2002*

**PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT
BE ACCEPTED BY SUPERIOR COURT OF ARIZONA, IN MARICOPA COUNTY,**

PURCHASING OFFICE

INQUIRIES:

POLLIE COONS
PURCHASING ADMINISTRATOR
TELEPHONE: (602) 506-8124

SPECIFICATIONS ON INVITATION FOR BIDS FOR: UNIFORM RENTAL

1.0 INTENT:

The intent of this **Request for Proposal (RFP E-10)** is to establish a contract for uniform rental for various Superior Court Security Division (SCSD). The garments will be worn in different environments. Uniforms or combinations thereof to be delivered to Superior Court of Arizona Security Division as outlined by Purchase Order. The rental of uniforms is defined in the Technical Specifications.

2.0 TECHNICAL SPECIFICATIONS:

2.01 TAX:

No tax shall be levied against labor. Proposal pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the contractor to determine any and all taxes and include the same in proposal price.

THE BELOW SPECIFICATIONS WILL VARY ON COLOR AND SLEEVE LENGTH FOR DIFFERENT DIVISION

3.0 SHIRT:

Long, short or combination of sleeve (employee preference) in all sizes shall be constructed for light to heavy duty working environments. Shirts will have six buttons with color to match body fabric. Collar and cuffs will be lined stitched down style with front facings. Pockets will be die cut, spade shape, approximately 5" wide and 6" deep with one on each side of chest, with flaps and velcro. The color will be light blue for line officers and white shirts for supervisors and managers. The fabric will be a blend of cotton and polyester material (permanent press). The successful contractor may not substitute fabric blend without prior approval. Contractor shall provide and sew on security emblems as required by the requesting division. Emblems will be sewed on both arms of the shirt 1" below and even centered with the epaulets. Art provided to the successful contractor. Sew in military style creases in shirts with epaulets. Machine wash and dry.

3.1 CLASS A TIE:

Class A tie will be " four in hand " type, breakway style with French cuff ends. The ties shall be pre-tied with Velcro closure in back and slip knot for adjustment. Size: Finished length of tie should touch top of belt buckle and be approximately 3 1/2" wide at its widest point. Fabric Dacron or wool fabric. Color medium navy blue. Tie label must show manufacturer and contents of material. **NOTE:** Military style application.

3.2 TROUSERS:

Trousers with continuous waistband in all sizes shall be constructed for light to heavy duty working environments. Inseams to be single needle open or bursted. Raw edges surged. Seat seam to be double needle stagger stitched. NO-Stick zipper fly to be double stitched or equivalent for durability. Heavy-duty, brass ratcheting zipper. Stayed down pockets stitched, turned and stitched. Front pockets to have approximately 6-1/2" opening and 12" deep. Rear pockets have approximately 5" opening and 6" deep. Belt Loops to be made of self-material, bartacked at bottom. The trousers color navy will apply to line officers, supervisors and managers. A quality fabric that will not fade over a short period of time. The fabric will be a cotton and polyester blend (permanent press). The successful bidder may not substitute fabric without prior approval. No pleats style on navy trousers.

3.3 POLO-SHIRTS:

Personnel to be supplied with golf style, pullover polo shirt. Custom collar with (security verbiage) woven into the fabric, Option: neck and sleeve (letter and style provided by requesting division). Fabric will be blend of cotton and polyester (permanent press). Embroidered security emblem on the left breast. Option: To add on additional emblems on shirts as needed. The successful contractor may not substitute fabric without prior approval. Short sleeve shirts with contrasting accent stripe and sleeve band. Doubled stitched shoulders and sleeve openings for strength and durability. Machine wash and dry.

3.4 OUTERWEAR-JACKET:

Personnel to be supplied with outerwear uniform jacket. Light weight, water and wind resistant shell, with a removable zipper inside lining. Must have side gun zipper opening on jacket. Two slash pockets with storm flaps. Knit cuffs and waistband with full collar, with a snap front application. Heavy-duty zipper on front extends into collar. Shoulder patches required on both sleeves of the jacket (same as shirts 2.2) additional requirements to sew on sergeant's chevrons as need. Option: to embroider jackets. Machine wash and dry.

3.5 DUTY BELT

The duty belt is a 1 3/8" Garrison belt and is to be black leather basket weave with bright brass metal or Velcro closure. To be available in all sizes consistent with trousers specifications.

NOTE: *The successful contractor will be required to furnish the security emblem at no cost to Superior Court (sample and art work to be given to contractor after award has been made). Emblems remain property of the Superior Court of Arizona. Sample may be viewed in the Purchasing Department prior to response due date.*

4.0 GENERAL:

The following guidelines will be used in analyzing and evaluating this proposal. Although price will be a factor in proposal evaluation, it is specifically a consideration of secondary importance to the needs identified in the proposal. The Superior Court reserves the right to accept other than the lowest price proposal.

A committee composed of various Superior Court Department and others will evaluate proposals. Requests for presentations or clarification of portions of the proposal may be considered. A summary evaluation will be prepared by this committee with an objective ranking of the proposals.

5.0 AWARD OF CONTRACT:

Contracts awarded pursuant to the provisions of this section will not be solely on price, but will include and be limited to evaluation criteria listed in the proposal. The contract will be awarded by the Presiding Judge of the Superior Court to a qualified firm at compensation determined to be fair and reasonable considering budgetary limitations, scope, complexity and the nature of goods and/or services. The proposal may be awarded in whole, by section, or geographic area as required.

6.0 COMPETITIVE NEGOTIATION:

At the Superior Court's option, proposing firms may be invited to make presentations to the Evaluation Committee. Negotiations may be conducted, as needed, with the highest rated proposer.

7.0 EVALUATION:

7.1 EVALUATION CRITERIA

A proposal analysis committee shall be appointed, chaired by the Superior Court Procurement Office Department to evaluate each proposal and prepare a scoring of each proposal to the responses as solicited in the original request:

The contractor's offering in each **Area of Service** will be evaluated separately.

7.1.1 Quality of Product

7.1.2 References

7.1.3 Reliability

7.1.4 Cost

7.2 EVALUATION PROCEDURES

- **Step 1** – Review of all Proposals to conformance of this RFP.
- **Step 2** – The elimination of all proposals, which deviate, substantially from the basic intent of the proposal.
- **Step 3** – An assessment of the remaining proposers.
- **Step 4** – Verification of contractor’s references.
- **Step 5**—Oral presentations to supplement the proposal, for the purpose of clarification, may be required of selected contractors. The time and place for oral presentation will be announced at a later date, if such a presentation is required.
- **Step 6** – Evaluation of costs to the Superior Court.
- **Step 7** – Capabilities of the contractor to participate in this particular program, including eligibility based on the contractor’s financial stability and viability.
- **Step 8** – Tabulation and recommendation of potential contractors.

8.0 DELIVERY:

Delivery will be once a week. Garments will be on hangers covered with plastic. Well-constructed or heavy-duty hanger racks are to be provided by contractor for all clean uniform deliveries to the Security at no cost deliveries shall be made to all locations as listed 8.01, 8.02, 8.03. **Option:** to add additional delivery sites as required. It shall be the contractor’s responsibilities to meet the Superior Court delivery requirements.

8.01 201 W. Jefferson Street, Phoenix. 85003

8.02 3125 West Durango St., Phoenix. 85009

8.03 222 East Javelina Ave., Mesa. 85210

9.0 PRODUCT AND NEW EMPLOYEE SET-UP:

The successful contractor shall be required to provide **NEW** clothing with the initial set-up. See 3.0, 3.1, 3.2, 3.3, 3.4 3.5. As with the initial set-up, all new employees shall be provided with **NEW** clothing within one (1) week after notification or two (2) weeks will be allowed for unusual sizes (*contractor must list unusual sizes*)

3.0 *Three short sleeve shirts and three Long sleeve shirts*

3.1 *One Class “A” Tie*

3.2 *Four trousers*

3.3 *Two Polo shirts*

3.4 *One Jacket*

3.5 *One Duty Belt*

Vendor to provide the following for each new hire:

NOTE: Unsex style for shirts. Other uniform items male and female.

NOTE: Contractor to provide a facility for employees to have the measurements taken.

10.0 UNIFORM WEAR AND TEAR:

Uniforms found to be worn out or otherwise no longer suitable (misuse and/or abuse excepted) as determined by the using department/division representative shall be pulled out of the circulating inventory and replaced with NEW uniforms and emblems at no cost to the Superior Court of Arizona.

11.0 DESIGNATED CONTACTS:

Both the Contractor and Superior Court of Arizona shall establish contacts that will be responsible to monitor the authorization of receiving, invoicing, repair, replacement, distribution and returning of uniforms from employees. Additionally, a quarterly meeting between the contractor, using division representative and Purchasing Department must be held on location and time periods to be determined by all participants.

12.0 CLEANING AND PRESSING:

All uniforms will be cleaned and individually pressed for each delivery. Uniforms shall be cleaned using environmentally safe detergents. **Option:** Employee cleans their own uniforms: Uniforms will be inspected and minor repairs (minor tears, seam flaws, broken/missing buttons, emblems, to be identified by the Superior Court contacts) made at each cleaning cycle. The contractor will provide a heavy-duty return duffle bag for each employee's soiled uniforms at no cost to the Superior Court.

13.0 DEFICIENCIES:

Deficiencies will be corrected within 48 hours after notification and return of goods. Deficiencies will include, but not be limited to, incorrect size, wrong deliveries, incomplete returns, and un-repaired or dirty items.

14.0 STOP SERVICE CHARGES:

There shall be no further charge for any employee after the date of notification to discontinue service for that employee. Any employee absent for one full week or more due to vacation for illness shall be without charge if notifications have been given by the Superior Court of Arizona contact to the contractor contact.

15.0 STOCK:

The Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet Superior Courts needs.

16.0 SHIPPING INSTRUCTIONS:

A packing list or other suitable shipping document shall accompany each shipment and shall show the (1) name and address of the offeror, (2) name and address of the Superior Court of Arizona, (3) Superior Court purchase order number, (4) description of material shipped, including item number, and package, if applicable, (5) name of employee and low org. number.

17.0 INVOICING:

Individual invoices will be provided for each Superior Court Division. Invoices will itemize and include the individual name of each employee and the description of the uniforms assigned to the employee. The total inventory, expected usage and actual usage, unit price and extended price shall be listed.

All invoices discrepancies shall be rectified within a 6-month period. If discrepancies are close to the Superior Courts fiscal year end, you have until June 30th of each year to resolve all outstanding invoices.

18.0 INVOICING DISCREPANCIES:

The Superior Court's fiscal year begins July 1st and ends on June 30th of each year. As a government entity we have a budget limit. It is very important that a contractor be ware of our limitations. All invoices discrepancies shall be rectified within this time period. All invoices must be received no later than 10 calendar days following the end of fiscal year.

19.0 EMPLOYEE SITE TRANSTER:

The Superior Court of Arizona shall be responsible for notifying the contractor in writing of an employee(s) job location change. The contractor shall schedule his/her uniforms to be delivered at the new location without any delay. At no time shall a Superior Court employee(s) be without a uniform to perform his/her job.

20.0 FORECAST:

Estimate 200 employees participating in this program.

21.0 UNIFORMS DEFIENCY:

In cases where an employee is not given the correct amount of uniform(s), the route driver shall make arrangements to supply the correct amount of uniforms required for that employee(s) within the same business day of notificiation. At no time shall a Superior Court employee work without a uniform to perform his/her job.

22.0 ROUTE CHANGE:

The contractor shall notify the Superior Court of all routes changing prior to the normal schedule for holidays. The contractor shall double the uniforms deliveries for the employees that will be affected by the change to eliminate uniform shortage or make prior arrangement with the Superior Court Division.

23.0 SUPERIOR COURT HOLIDAYS:

If a Superior Court holiday interferes with a delivery schedule, the Superior Court and successful contractor shall make arrangements to delivery the uniforms at a different time or deliver double uniforms on the previous delivery. The contractor shall be given a Superior Court holiday schedule to help forecast any changes.

24.0 DISCONTINUE UNIFORMS:

The Superior Court shall notify the contractor in writing when an employee has resigned. The contractor shall delete the employee name(s) off the invoice a pick up all uniforms assigned to that individual and credit our account.

25.0 SET UP SUPERIOR COURT ACCOUNTS:

It shall be the responsibility of the contractor to communicate with their service areas, accounts receivable and other areas involved in compliance with the agreement of Superior Court special pricing. The pricing shall be programmed in your financial systems as offered. It will delay payment, if the required information is not provided.

26.0 ADDITIONAL CHARGES/FEES:

Superior Court of Arizona **SHALL NOT BE** responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, service calls, travel, mileage, etc.) other than those listed in the pricing section of this agreement. All costs shall be included in the proposal price.

27.0 SPECIAL TERMS & CONDITIONS:**27.1 CONTRACT LENGTH:**

This Request for Proposal is for awarding a firm, fixed price-purchasing contract to cover a TWO- (2) year period.

27.2 OPTION TO EXTEND:

The Superior Court of Arizona may, at their option and with the approval of the contractor, extend the period of this contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Superior Court of Arizona

intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

28.0 INDEMNIFICATION AND INSURANCE PROVISIONS

INDEMNIFICATION FOR PROFESSIONAL LIABILITY:

To the fullest extent permitted by law, the Contractor shall indemnify, and hold harmless the shall indemnify, and hold harmless the Superior Court, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the Contractor negligent acts, errors, omissions or mistakes, the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein.

28.1 INSURANCE

Without limiting any liabilities or any other obligations of the Contractor, the Contractor shall purchase and maintain (and cause its subcontractors to purchase and maintain), in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least A VII in the current A.M. Best's, the minimum insurance coverage below:

Commercial General Liability, with minimum limits of \$1,000,000 per occurrence, and an unimpaired product and completed operations aggregate limit and general aggregate minimum limit of \$ 2,000,000. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add the State of Arizona and the Superior Court of Arizona as an Additional Insured (CG20 10(10-01)) with reference to this contract. The policy shall include coverage for:

- Injury;
- Broad Form Property Damage (including completed operations);
- Personal Injury;
- Blanket Contractual Liability;
- Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract;
- Fire Legal Liability
- Business Automobile Liability, with minimum limits of \$1,000,000 per occurrence combined single limit, with Insurance Service Office Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona and the

Superior Court of Arizona as an Additional Insured with reference to this contract.

- Workers Compensation and Employers Liability insurance as required by the State of Arizona Workers Compensation statutes, as follows:

Workers Compensation (Coverage A): Statutory of Arizona benefits;

Employers Liability (Coverage B): \$500,000 each accident;
 \$500,000 each employee/disease;
 \$1,000,000 policy limit/disease.

Policy shall include endorsement for All State coverage for state of hire.

This section shall not apply to a sole proprietor executing a **Sole Proprietor Waiver.**

- Professional Liability Insurance with minimum limits of \$1,000,000 (Each Claim and /or Each Wrongful Act and/or Each Loss) and an unimpaired aggregate limit of \$1,000,000 with respect to this contract. Retroactive Liability Date (if applicable to Claims-Made coverage) shall be the same as the effective date of this contract. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

The State of Arizona and the Superior Court of Arizona shall be named as an Additional Insured as their interests may appear.

The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

- The State of Arizona and the Superior Court of Arizona reserves the right to request and receive certified copies of all policies and endorsements within 10 calendar days of contract signature.
- Certificates of Insurance acceptable to the State of Arizona and the Superior Court of Arizona shall be issued and delivered prior to the commencement of the work
- Defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona and the Superior Court of Arizona as Additional Insured for liability coverage. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverage afforded will not be cancelled until at least 60 days prior written notice has been given to the State of Arizona and the Superior Court of Arizona. All coverage, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona and the Superior Court of Arizona may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all money so paid by the State of Arizona and the Superior Court of Arizona shall be repaid by the Contractor upon demand, or the State of Arizona and the Superior Court of Arizona may offset the cost of the premiums against any moneys due to the contractor. Costs for coverage broader than those required or for limits in excess of those required shall not be charged to the State of Arizona and the Superior Court of Arizona. Contractor and its insurer(s) providing the required coverage shall waive their right of recovery against the State of Arizona, its Department, Employees and Officers, Agencies, Broads and Commissions.

29.0 CANCELLATION AND EXPIRATION NOTICE:

Insurance required herein shall not expire, be canceled, or materially changed without thirty- (30) days prior written notice to the Superior Court.

30.0 TESTING:

Unless otherwise specified, materials and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the solicitation. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and testing as to laboratory reports indicate that the materials do not meet the specifications; the expense of such analysis is to be borne by the contractor holding the Contract.

31.0 TERMS AND PAYMENT:

Payment under Contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and/or services, sizes, quantities, unit prices and extended totals. The Superior Court is not subject to exercise tax.

32.0 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

33.0 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Request for Proposal. Pricing offered should be noted on the pricing pages of the offerors response in format requested. Six (6) sets of catalogs/pricing documents shall accompany any additional pricing offered.

34.0 INQUIRIES:

All inquiries concerning information herein shall be addressed to:

Superior Court of Arizona

ATTN: Pollie Coons
125 W. Washington Street
Phoenix, AZ 85003

Administrative telephone inquiries shall be addressed to:

Conrad Sippy, PURCHASING (506-7696)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Superior Court of Arizona.

35.0 CONTRACT TERMS AND CONDITIONS:**35.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:**

Contractors signify their understanding and agreement by signing this document, that the contract resulting from this proposal will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a division and proper authorization and documentation have been approved.

35.2 ESCALATION:

Any requests for price adjustment must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumer. Increases shall be approved in writing by the Superior Court Purchasing Division and proper authorization and documentation have been approved.

35.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Superior Court of Arizona may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

35.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the Superior Court, that the Contractor has failed to remedy the problem after being forewarned.

35.5 TERMINATION BY THE SUPERIOR COURT:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Superior Court may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail. Except in cases for which extension of time provided is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the Superior Court may terminate this Contract. Prior to termination of this Contract, the Superior Court shall give the Contractor fifteen (15) calendar days to cure such deficiencies.

35.6 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into should commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the Superior Court of Arizona herein recognized that the continuation of any contract after the close of any given fiscal year of the Superior Courts which fiscal years end June 30 of each year, shall be subject to the approval of the budget of the Superior Court providing for or covering such contract item as an expenditure therein. The Superior Court does not represent that said budget item will be actually adopted, said determination being the determination of the Superior Court Board of Supervisors at the time of the adoption of the budget.

35.7 ORGANIZATION – EMPLOYMENT DISCLAIMER:

The contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be Superior Court employees, and that no

rights of Superior Court's civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensations, other employee benefit and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the Superior Court harmless with respect thereto.

35.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. 38-511 the Superior Court may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Superior Court is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or Contractor to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. 38-511 the Superior Court may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Superior Court from any other party to the contract arising as the result of the Contract.

35.9 OFFSET FOR DAMAGES:

In addition to all other remedies as Law or Equity, the Superior Court may offset from any money due to the Contractor any amounts Contractor owes to the Superior Court for damages resulting from breach or deficiencies in performance under this contract.

35.10 ADDITIONS / DELETIONS OF SERVICE:

The Superior Court reserves the right to add and /or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the proposal price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the Superior Court of Arizona.

35.11 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the Superior Court of Arizona. All correspondence authorizing subcontracting must reference the Request for Proposal Number.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as proposal in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass through the costs to the Superior Court, with mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

35.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

35.13 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinance, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, Superior Court of Maricopa and the City of Phoenix.

35.14 CONTRACT COMPLIANCE MONITORING:

The Superior Court Purchasing Division shall monitor the Contractors' compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the Superior Courts all records and accounts relating to the work performed or the services provided by this Contract.

35.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have access to, and the right to examine, copy and make use of any and all said materials.

35.16 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided, the Contractor shall reimburse Superior Court of Arizona for the services not so adequately supported and documented.

35.17 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Superior Court of Arizona.

35.18 P.O. CANCELLATION LANGUAGE:

The Superior Court Purchasing Department reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the Superior Court agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to an after issuance of the Purchase

Order. The Superior Court will not reimburse the Contractor for any costs incurred after receipt of Superior Court notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

35.19 VALIDITY

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

35.20 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to Superior Court property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

35.21 GUARANTEE:

The materials and supplies call herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardizations. Items not meeting these requirements shall be replaced at no cost to the Superior Court of Arizona upon due notice of deficiency.

35.22 DELIVERY:

It shall be the Contractor's responsibility to meet the Superior Court's delivery requirements, as called for in the Technical Specifications. Superior Court of Arizona reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

35.23 RIGHT IN DATA:

The Superior Court shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

35.24 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a Superior Court of competent

jurisdiction. The Superior Court shall be notified immediately upon receipt of any such order of Superior Court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

36.0 LOST AND DAMAGED COST

36.1 SHIRT		EACH	
36.2 TROUSER		EACH	
36.3 POLO-SHIRT		EACH	
36.4 JACKET		EACH	
36.5 TIE		EACH	
36.6 BELT		EACH	

37.0 PRICING:

37.1 SHIRT		EACH	
37.2 TROUSER		EACH	
37.3 POLO-SHIRT		EACH	
37.4 JACKET		EACH	
37.5 TIE		EACH	
37.6 BELT		EACH	

Does pricing extend to Superior Court Employees? _____ YES _____ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES ____ NO

Note: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. *The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment.*

CONTRACTORS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

